IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSADY, THE FOURTH DAY OF NOVEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE A.GOPAL REDDY

WRIT PETITION NO : 11293 of 2004

Between:

M/s. Mazda Travels, Rep. by its Proprietor,
ROHINTON J GOTLA.

..... PETITIONER

AND

The Dy. General Manager (S & P), Indian Airlines Limited,
Begumpet, Hyderabad.

.....RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue an Writ or order or direction more particularly one in the nature of Writ of Certiorari calling for the records pertaining to the order passed by the respondent herein in proceeding No.S/H2KACM 246/343 dated 17-6-2004 and quash the same as highly illegal, arbitrary and violative of Article 14, 19 (1) (g) and 21 of the Constitution of India and restrain the respondent from proceeding further in pursuance further in pursuance of the said impugned order and also direct the respondent herein to continue the hiring of the Ambassador Cars owned by the petitioner.

For the Petitioner:MR.B.PURSHOTHAM REDDY, Advocate

For the Respondent: Sri K.Srinivasa Murthy, SC for Indian Airlines Ltd.

The Court made the following :

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ORDER

The contract entered into between the petitioner and the respondent for supply of Ambassador cars on hire basis was terminated by giving notice of 15 days through the impugned notice dt. 16-6-2004, the legality of which is now under challenge in the present writ petition stating that the they were satisfied with the petitioner's performance during the contract period. Since there is no much demand for second hand Ambassador cars and if the contract is discontinued, the petitioner has to sell away the ambassador cars at the throw away price in the market. In view of the same, in stead of enhancing hire charges, the petitioner reduced the same from Rs.7-08 paise to Rs.6-90 paise. In spite of the same, cancellation of contract is arbitrary and illegal.

The contract entered into by the petitioner with the respondent is not a statutory contract. If the petitioner is aggrieved by the termination of contract and suffered any loss due to such termination, it is open for the petitioner to approach the Civil Court for appropriate relief.

I see no ground to entertain the writ petition. The writ petition is accordingly dismissed. No costs.

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A.GOPAL REDDY,J

Dt. 4-11-2004

kmr

To

1. The Deputy. General Manager (S & P), Indian Airlines Limited, Begumpet, Hyderabad.

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